TURKANA COUNTY GOVERNMENT

MINISTRY OF AGRICULTURE, PASTORAL ECONOMY AND FISHERIES

DEVELOPMENT OF DRIP IRRIGATION PROJECT IN LOKICHOOGGIO WARD,
TURKANA WEST SUB-COUNTY, TURKANA COUNTY

CONTRACT No.TCG/MOAPEF/074/2020/2021
NEGOTIATION NUMBER: 826853

CONTRACT DOCUMENTS
VOLUME I

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DEVELOPMENT OF DRIP IRRIGATION PROJECT IN LOKICHOOGIO WARD, TURKANA WEST SUB-COUNTY, TURKANA COUNTY

SECTION ONE: INVITATION TO TENDER (FULL CONTRACT)

1. TCG has allocated funds for the development of drip irrigation project in Lokichoggio Ward, Turkana West Sub-County, Turkana County to be implemented through the Ministry of Agriculture, Pastoral Economy and Fisheries.

2. Qualified Contractors with relevant experience are invited to submit sealed Tenders for full contract for the development of drip irrigation project in Lokichoggio Ward, Turkana West Sub-County, Turkana County.

   The main scope of works comprises of:
   
   i) Drilling and equipping of one borehole
   ii) Installation of the rising main and sub mains.
   iii) Installation of the drip system layout
   iv) Construction of the VIP latrine

3. Tenderers may obtain further information and inspect and acquire the Tender Documents at the office of the:

   The Director,
   Supply Chain Management Services
   Procurement Department
   Office of the Governor
   LODWAR
   supplychainoffice@turkana.go.ke

Tenders must be uploaded and submitted to the IFMIS system for “Tender for DEVELOPMENT OF DRIP IRRIGATION PROJECT in LOKICHOOGIO ward, Turkana West Sub-County, Turkana County.” On the dates specified on the advertisement notice.
SECTION TWO: CONDITIONS OF TENDER AND INSTRUCTIONS TO TENDERERS

DEVELOPMENT OF DRIP IRRIGATION PROJECT IN LOKICHOOGGIO WARD, TURKANA WEST SUB-COUNTY, TURKANA COUNTY

Notes: (i) The Tenderer must comply with the following conditions and instructions and failure to do so may result in rejection of the Tender.

(ii) Any Clause referred to in the text here under refers to Clauses under Conditions of Tender and Instructions to Tenderers unless otherwise specified.

1. General

Turkana County Government wishes to invite Tenders for:

DEVELOPMENT OF DRIP IRRIGATION PROJECT IN LOKICHOOGGIO WARD, TURKANA WEST SUB-COUNTY, TURKANA COUNTY

2. Situation and Local Conditions

The Project is situated in Lokichoggio Ward in Turkana West Sub-County, Turkana County.

3. Description of Works

The main scope of works comprises of:

v) Drilling and equipping of one borehole
vi) Installation of the rising main and sub mains.
vi) Installation of the drip system layout
viii) Construction of the VIP latrine

4. Tender Document Composition

The Tender Documents consist of:

i) Volume 1: Invitation to tender, Conditions of Tender and Instructions to Tenderers, Form of Tender, Appendix to Tender & Schedules, Certificates, Form of Contract Agreement, Preamble to Bills of Quantities and Bills of Quantities, Conditions of Contract Parts I and II

ii) Volume 2 -Tender Drawings
5. **Instructions to Tenderers**

i) All information contained in the Tender Documents is to be treated as confidential by all recipients, whether they submit a Tender or not.

ii) Tenders must constitute an offer for the whole of the works. Tenders submitted for separate sections only or Tenders which are incomplete will not be considered.

iii) No alterations or additions shall be made to the Tender Documents, and all Documents shall remain intact. If any alterations or additions are made, except by official amendment, the Tender may be rejected.

iv) A tender which includes reservations of any description and which is not in accordance with the tender documents shall be disqualified.

v) The Total Tender Sum entered in the Bills of Quantities and the Form of Tender shall be deemed to be the basis of the Tender. In cases of error of addition or extension and the consequent corrected tender sum is **lower** than the above Total Tender Sum, then the corrected tender sum shall be deemed to be the Total Tender Sum upon which the Contract Agreement shall be based.

If the corrected tender sum is **higher** than the above Total Tender Sum, then the original total tender Sum shall be deemed to be the Total Tender Sum upon which the contract agreement shall be based. In case of error the rates where such errors occur shall be altered accordingly to meet the ‘Total Tender Sum.

Where the Engineer, at his sole discretion, considers that the items in which errors occur cannot be suitably altered the Engineer may then alter any such rates that he deems to be applicable in order to meet the Total Tender Sum.

vi) The Tenderer must carefully examine the Tender Documents, and should obtain on his own responsibility all information that might be needed for the
purpose of submitting the Tender. (See certificate of Tenderer’s visit to site—
not mandatory).

vii) In no case will any expenses or losses incurred by a Tenderer in the
preparation of his Tender or in visiting the site in connection therewith be
reimbursed.

viii) Should a Tenderer be in doubt about the precise meaning of any part of the
conditions of Contract, Specifications, Bills of Quantities or the Drawings
related thereto for any reason whatsoever, he should inform the Engineer to
enable the Engineer to make clarifications before the time of Tender. Should
any misunderstanding arise afterwards, the decision of the Engineer as to the
true intent and meaning of any clause, dimension or work shall be conclusive
and binding on the Tenderer.

ix) No subsequent claims in respect of alleged errors or omissions or insufficiency
of descriptions or for any other reason will be admitted or recognized.

x) The project proponent is not bound to accept the lowest or any tender or to
give reason thereof.

6. Completion of Tender Documents

i) The Tenderer must complete all blank spaces in the Form of Tender and the
Appendix thereto, the Form of Tender Bond, the Performance Surety
Undertaking, the Schedule of Staff, Labour and Plant and the Certificate of
Tenderers Visit to Site if applicable.

ii) The Bill of Quantities shall be fully priced and totaled to show the amount of
the Tender and Summary therewith shall be signed.

iii) The Tenderer must submit the following information with the Tender:

a) Details of any Works proposed to be undertaken by Sub-Contractors,
and the names and relevant experience of the proposed Sub-
Contractors.

7. Submission of Tender
i) Tenders and all Documents in connection therewith shall be deposited in the Tender Box at Turkana County Government offices, Lodwar.

The Forms for Tender and the Bills of Quantities duly completed should be clearly marked with:

“DEVELOPMENT OF DRIP IRRIGATION PROJECT IN LOKICHOUGGIO WARD, TURKANA WEST SUB-COUNTY, TURKANA COUNTY”

i) Dully filled and signed Tenders documents shall be submitted through IFMIS system not later than the time specified on the advertisement.

ii) Only Tender documents submitted through the system and within the stipulated time shall be considered

8. Award of Contract
i) The project proponent will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender Documents and provided that such Tenderer has been determined to be qualified.

9. Notification of Award
i) The project proponent will notify the successful Tenderer by letter or otherwise that his Tender has been accepted. This letter (hereunder and in the Conditions of Contract called “Letter of Acceptance”) shall name the sum which the project proponent will pay the Contractor in consideration of the execution and completion of the Works and remedying defects therein by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called “Contract Price”)

ii) The notification of tender award will constitute the formation of the Contract.

iii) The notification of tender award will be valid for 14 days before signing of the Contract

10. Signing of Contract Agreement
i) At the same time, he notifies the successful Tenderer that his Tender has been accepted, the project proponent will send the Tenderer the Form of
Contract Agreement provided in the Tender Documents, incorporating all agreements between the parties.

ii) Within 3 days of receipt of the Form of Contract Agreement, the successful Tenderer shall sign the Form and return it to the Employer.
CONDITIONS OF CONTRACT PART II

These conditions make amendments to Clauses in Part I of the General Conditions. They modify the General Conditions to make them applicable to a particular Contract.

CERTIFICATES AND PAYMENTS

(1) Payment shall be done in four (4) installments. The first payment upon attaining thirty percent (30%) value of works done, the second payment upon attaining sixty percent (60%) of works and the third payment upon attaining hundred percent (100%) of works and the fourth payment being ten percent (10%) retention and expiry defect liability period. The Contractor shall submit to the Engineer at the end of each 30%, 60% and 100% stage of completion of works a statement showing the amounts to which the Contractor may consider himself entitled in respect of: -

(a) The estimated value in accordance with Contract of the permanent work executed on the Site and forming part of the Works.

(b) Any other sums or charges to which the Contractor may consider himself entitled under the terms of the Contract.

(2) The Engineer shall after examining each such statement for the value of completed works issue an Interim Certificate to the project proponent with a copy to the Contractor which the Engineer considers due and payable in accordance with the terms of the Contract.

(3) Upon the issue of the Certificate of Completion with respect to any part of the Works as the Engineer shall determine such part of the Works shall become due and payable to the Contractor.

(4) Payment upon each of the Engineer’s Certificates shall be made by the project proponent to the Contractor after such statement (invoice) for thirty percent (30%) completed works has been accepted by the Engineer.

(5) The Engineer may by any Interim Certificate make any correction or modification in any previous Certificate which shall have been issued by him.
and shall have power to withhold any Interim Certificate if the Works or any part thereof is not being carried out to his satisfaction.

(6) As soon as possible after the issue of the Certificate of Completion for the whole of the Works the Contractor shall submit to the Engineer a statement (invoice) of Final Account showing in detail the value in accordance with the Contract of all works executed under the Contract. The Engineer shall after examining the Final account certify to the Project proponent the amount of payment which the Engineer considers due payable in accordance with the terms of the Contract and the Project proponent shall pay the sum so certified after such certificate from the Engineer has been accepted by the Project proponent provided that such payment shall observe retention of 10% of contract sum to be released to the contractor upon expiration of the defects liability period.

The defects liability period shall be 6 months after completion of works.

(7) Price variation: The tenderer’s attention is drawn to the fact that this is a fixed price contract and variation of price is not allowed. As such clause 70.1 in the FIDIC conditions of contract is void.

(8) Payment shall be made in Kenya currency.
SECTION THREE: FORM OF TENDER, APPENDIX TO TENDER
DEVELOPMENT OF DRIP IRRIGATION PROJECT IN LOKICHOOGGIO WARD,
TURKANA WEST SUB-COUNTY, TURKANA COUNTY

TENDER FORM

Note: Appendix to Form of Tender forms part of the tender.
Tenderers are required to fill up all the blank spaces in this Tender Form and Appendix)

To: The Chief Officer,
Department of Agriculture and Land Reclamation
Ministry of Agriculture, Pastoral Economy and Fisheries
P. O. Box 11 – 30500, LODWAR

Sir,

1. Having examined the Conditions of Contract, Specifications and Bills of Quantities
   for the construction of above named works, we the undersigned, offer to construct,
   complete and maintain the whole of the said works, in conformity with the said,
   Conditions of Contract, Specifications and Bills of Quantities for the Sum of (Words)
   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________________________________________________
   __________ .
   KeS (Figure): ____________________/__________________________ ) or such
   other sums as may be ascertained in accordance with the said Conditions.

2. We undertake, if our Tender is accepted, to commence the works, within _________
   days (or as soon as reasonably possible) of the Engineer’s order to commence and to
   complete and deliver the whole of the works comprised in the Contract within _________
   calculated from the last day of the aforesaid period in which the works
   are to be commenced.

3. We agree to abide by this Tender for the period of Ninety (90) days from the date
   fixed for receiving the same and it shall remain binding upon us and may be accepted
   at any time before the expiration of that period.

4. Unless and until a formal Agreement is prepared and executed, this Tender together
   with your Letter of Acceptance thereof, shall constitute a binding contract between us.

5. We understand that you are not bound to accept the lowest or any Tender you may
   receive, nor give reasons, thereof.
Tenderers must insert in the space below and submit with the Tender the following schedule listing works of similar nature they have successfully carried out within the last three (3) years. The contractor should attach herein, the completion certificate from the client for these works.

<table>
<thead>
<tr>
<th>CLIENT</th>
<th>NATURE OF WORKS</th>
<th>VALUE OF WORK (KSH)</th>
<th>YEAR COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We hereby certify that the above works have been successfully carried out and that on the basis of our previous experience we are fully experienced and competent in the type of work included in this tender.

Tenderer: ________________________________
Signature: ______________________________
Date: ________________________________

SCHEDULE OF THE MAJOR ITEMS OF PLANT TO BE USED ON THE CONTRACT
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>MAKE</th>
<th>MODEL</th>
<th>PRESENT LOCATION AND DATE AVAILABLE ON THE WORKS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I hereby certify that notwithstanding the list of the plant detailed above, I will provide suitable and adequate plant in good working order for the successful completion of the works.

Signed: ________________________________
Date: ________________________________
Name: ________________________________

(Tenderer or his Representative)
SCHEDULE OF TECHNICAL STAFF

Give names and experience of key supervisory staff that you propose to employ on the works and indicate whether the employee’s services will be available to the works on a full or part-time basis.

<table>
<thead>
<tr>
<th>NAME</th>
<th>QUALIFICATION AND EXPERIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We hereby certify that notwithstanding the list of technical personnel detailed above, we will undertake to provide skilled labourers technicians or craftsmen as the Engineer may consider necessary for proper fulfilling of our obligations under the Contract.

Signed:  
Date:  
Name:  

(Tenderer or his Representative)
SECTION FIVE: EVALUATION AND COMPARISON OF TENDERS

1. The Employer will evaluate only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with clause 23.

2. In evaluating tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:

   Making any correction for errors pursuant to clause 24.

   Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.

EVALUATION CRITERIA

Evaluation of tenders shall be carried out in accordance with the criteria set out in this tender document. The evaluation shall be as follows:

a. Preliminary Evaluation
b. Technical and
c. Financial Evaluation

Preliminary Evaluation

<table>
<thead>
<tr>
<th>No.</th>
<th>Mandatory requirements</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Submission of clearly filled and sequentially serialized Tender documents by the tenderer to the IFMIS platform</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Bid security of Kshs. 200,000 from a bank or a reputable insurance company approved by PPRA</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Form of Tender duly completed, signed and stamped.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Business questionnaire duly completed, signed and stamped.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Copy of Certificate of Incorporation/Registration</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Copy of KRA PIN certificate</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Signed and stamped site visit certificate</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Valid engineers practicing license</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Copy of Valid Tax Compliance Certificate/exemption certificate</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Valid certified NCA 6 registration certificate in water works</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Dully filled, signed and stamped Self Declaration Debarment Form</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Dully filled, signed and stamped Self Declaration Form from corrupt Practices</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Valid single business permit from the relevant County Government</td>
<td></td>
</tr>
</tbody>
</table>

Evaluation and Comparison of Tenders- Documentary Evidence in form of copies

At this stage, the tenderer’s submission will either be responsive or non-responsive. Failure to provide ANY of the above mandatory requirements will lead to disqualification

Technical Evaluation Criteria
<table>
<thead>
<tr>
<th>Requirements</th>
<th>Evidence</th>
<th>Max score</th>
<th>Awarded score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience</td>
<td>Previous experience detailing similar projects undertaken successfully evidenced by letters of reference from clients, completion certificates for the respective projects to the proposed works in terms of the physical size and complexity (10 marks, each client 2 mark) Over 5 clients – 10 marks One of the contracts should be valued at least 5 million and above. (5marks). Experience under the construction contracts in the role as a main contractor or sub-contractor for at least 3 years (5marks)</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Qualified technical staff</td>
<td>CVs, academic and professional certificates and evidence of registrations with professional bodies. Building/ civil engineer- 6 mks Diploma in building/ quantity surveyor- 5 marks Project manager-5mks</td>
<td></td>
<td>16</td>
</tr>
<tr>
<td>Equipment</td>
<td>Give a list and type of relevant equipment owned by firm evidenced by ownership documents. Where not Owned by company, provide documentary evidence of leased equipment as required. Drilling Rig (4 marks) Lorry (2 marks) Earth mover (2 marks)</td>
<td></td>
<td>8</td>
</tr>
<tr>
<td>Site agent</td>
<td>Qualification = HND in Construction Engineering or Equivalent (15marks)</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Foreman</td>
<td>Qualification = Dip. Construction Engineering or Equivalent General Experience = 5 yrs (2marks) Specific Experience = 5 Yrs (2marks)</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>Methodology</td>
<td>Proposed Work methodology (2.5marks) Implementation Work plan (2.5 marks)</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Audited statements</td>
<td>Audited statements for the last two years (5marks) Signed and stamped Bank account statements % months to the date of the Tender.(5marks) A viable, signed and stamped line of credit form from a reputable bank(5marks)</td>
<td></td>
<td>15</td>
</tr>
<tr>
<td><strong>TOTAL SCORE</strong></td>
<td></td>
<td><strong>70</strong></td>
<td></td>
</tr>
</tbody>
</table>

Only bidders who score 50% and above will proceed to financial evaluation stage. Those who score below 50% will be eliminated at this stage from the entire evaluation process and will not be considered for further evaluation.

**Financial Evaluation**

Only the tender that has conformed to the technical requirements and is the lowest bidder will be considered to be successful, the candidates must score a minimum score is 50 points out of the maximum 100 points in order to qualify for financial evaluation.

a) The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
b) Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.

c) If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer’s estimate of the items of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful tenderer under the Contract.

d) Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding provisional sums to a non-indigenous sub-contractor.

e) Preference where allowed in the evaluation of tenders shall not exceed 15%.

f) The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

g) The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

h) A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

i) Poor past performance shall not be used as an evaluation criterion unless specifically provided for in the appendix.
SECTION SIX: FORM OF CONTRACT AGREEMENT

DEVELOPMENT OF DRIP IRRIGATION PROJECT IN LOKICHOGGIO WARD, TURKANA WEST SUB-COUNTY, TURKANA COUNTY

FORM OF CONTRACT AGREEMENT

This agreement made the ........................................day of .................. 2019 between the Chief Officer, Ministry of Agriculture, Pastoral Economy and Fisheries – Turkana County Government hereafter called the “project proponent” of the one part and ...............................................................................................................................hereafter called the “contractor”.

WHEREAS the Project Proponent is desirous that certain works be constructed viz: proposed DEVELOPMENT OF LOKICHOGGIO DRIP IRRIGATION PROJECT situated in LOKICHOGGIO ward, Turkana West Sub-County, Turkana County and has accepted a Tender by the contractor for the construction, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS: -

In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereafter referred to: -

The following comments shall be deemed to form and be read and constructed as part of this agreement, viz: -

The said Tender
The Tender Drawings
The Conditions of Contract (Part I, II and III)
The Specifications
The Bills of Quantities and the rates inserted therein and upon which the said tender is based.
The Project Proponent’s Letter of Acceptance of the Tender

1. In consideration of the payments to be made by the Project proponent to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Project proponent to construct complete and maintain the works in conformity in all respects with the provisions of the Contract.

2. The Project proponent hereby covenants to pay the Contractor in consideration of the construction, completion and maintenance of the works the Contract Price at the times and in the manner prescribed by the contract.
IN WITNESS whereof the parties hereto have set their hands the day and year first above written.

Signed for and on behalf of

The said Project Proponent,

Name: ____________________________________________
Title: ____________________________________________

In the presence of:

Name: ____________________________________________
Address: ___________________________________________
Description: ___________________________________________

Signed for and on behalf of:
The Said contractor:

Name: ____________________________________________
Address: ___________________________________________
Description: ___________________________________________

In the presence of:

Name: ____________________________________________
Address: ___________________________________________
Description: ___________________________________________
CERTIFICATE OF TENDERER’S OR HIS REPRESENTATIVE’S VISIT TO SITE

1. This is to certify that I……………………………………………………………………..
   (Tenderer’s name or his Representative) of the Firm of
   ……………………………………………………………………………………………………..
   ……………………………………………………………………………………………………..
   ……………………………………………………………………………………………………..
   ……………………………………………………………………………………………………..
   ……………………………………………………………………………………………………..
   ……………………………………………………………………………………………………..
   ……………………………………………………………………………………………………..
   ……………………………………………………………………………………………………..

   (Name of Firm represented by) visited the site in connection with the Tender for the proposed
   DEVELOPMENT OF LOKICHOOGGIO DRIP IRRIGATION PROJECT situated in
   LOKICHOOGGIO ward, Turkana West Sub-County.

   Having previously studied the Contract Documents, I have carefully examined the site.

2. I have made myself familiar with the local conditions likely to influence the Works
   and the cost thereof.

3. I further certify that I am satisfied with the description of the Work and the
   explanation given by the said Representative and that I understand perfectly the work
   to be done as specified in the Tender Documents.

Signed:  ________________________________
Date:   __________________________________
Name:  ________________________________

   (Tenderer or his Representative)

Signed:  ________________________________
Date:   __________________________________
Name:  ________________________________

   (Project proponent or his representative)
SECTION SEVEN
TECHNICAL SPECIFICATIONS & BILLS OF QUANTITIES

1.1 General Specifications

1.2. Introduction
These specifications cover the construction of the works as shown on the drawings and listed in the Bills of Quantities and shall be read in conjunction with the contract documents as listed in section 1. Instruction to Tenderers

1.3. Location of the Project
The location of the project is as described in section 1

1.4. Precedence of Contract Documents
Should the provision of any clauses be mutually at variance or exclusive, then the following precedence will apply to establish which clause should apply

❖ Provision of the standard or special specifications shall take precedence over those of the General Conditions of Contract
❖ Details shown in the contract drawings will take precedence over any other specifications
❖ Units shown in the Bill of Quantities will take precedence over any other units

In case of further variances, the Engineer can arbitrate. The contractor will be at liberty to claim for any extra over work.

1.5. Standards
In the specifications, Bills of Quantities and Drawings, reference has been made to the relevant British standards. The ISO system will be used for linear, area and volumetric measurements. The Engineer will give an approval in case there is some variance. The ruling of the engineer will be final
1.6 Quality of Materials and Workmanship
   The materials and workmanship shall be of the best of their respective kinds and shall be used with the approval of the Engineer.
   No materials will be used in the project without the approval of the engineer

1.7 Dimensions
   Dimensions indicated in the drawing will be adhered to

1.8 Provisional items in the Bill of Quantities
   No expenditure shall be incurred on provisional items in the Bill of quantities without the express instructions of the proponent. Provisional items are those items with rates provided by the proponent i.e. the bidder is not required to quote for them.
BILLS OF QUANTITIES

Preamble to the Bill of Quantities

1. This Bill of Quantities forms part of the Contract Documents and is to be read in conjunction with the Conditions of Contract, and the specifications. Detailed accounts of work and materials are not necessarily included in the item descriptions, and reference must be made to the specifications for this information.

2. Itemized description for the works generally identifies the component of the works, and not the tasks to be carried out by the Contractor. The rate entered shall include for all activities required to achieve the identified component.

3. Each and every item in the Bill of Quantities should be priced. The cost of any item left un-priced shall be deemed recovered by the rates of prices included for other items.

4. Unit rates or prices shall be stated in figures. In cases of discrepancy between the amount derived from the multiplication of the unit rate and the quantity for any item, the unit rate stated shall be binding. Apparent errors in the total, extended amount or addition shall be amended accordingly.

5. The quantities entered in this Bill of Quantity are provisional quantities, provided to enable the project proponent to compare tenders on an equal basis, and are not to be considered as final quantities. During the execution of the Works, some quantities may vary from the initially estimated quantities. Rates quoted are assumed to include any variations in quantities.

6. Should the contractor have any doubt about the precise meaning of any item, works or figure, he is to inform the Engineer and obtain the correct meaning before the date of tender.

<table>
<thead>
<tr>
<th>BILL No. 1 PRELIMINARIES &amp; PROVISIONAL SUMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM NO.</td>
</tr>
<tr>
<td>---------</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th></th>
<th>Allow a provisional sum for hydrogeological survey</th>
<th>Lump Sum</th>
<th>1</th>
<th>100,000</th>
<th>100,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2</td>
<td>Allow a provisional sum for undertaking EIA</td>
<td>Provisional sum</td>
<td>1</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>1.3</td>
<td>Allow a provisional sum for project supervision by the resident engineer. Shall be expended in consultation with the Directorate of Irrigation</td>
<td>Provisional sum</td>
<td>1</td>
<td>1,000,000</td>
<td>1,000,000</td>
</tr>
<tr>
<td>1.4</td>
<td>Allow a provisional sum for site management meetings. Shall be expended in consultation with the Directorate of Irrigation and County Chief Officer, Department of Agriculture and Land Reclamation</td>
<td>Provisional sum</td>
<td>1</td>
<td>1,200,000</td>
<td>1,200,000</td>
</tr>
<tr>
<td>1.5</td>
<td>Erection and maintenance of project sign board as shown in drawing</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>Mobilization and demobilization of plant, equipment and personnel</td>
<td>km</td>
<td>470</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.7</td>
<td>Allow a provisional sum for purchase of either automatic level or handheld GPS gadget as instructed by Engineer on site</td>
<td>Provisional sum</td>
<td>1</td>
<td>130,000</td>
<td>130,000</td>
</tr>
<tr>
<td>1.8</td>
<td>Setting up of camp</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.9</td>
<td>Land preparation: Cut to a depth n.e 0.2m by use of tractor mounted disc plough.</td>
<td>Provisional sum</td>
<td>1</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>1.10</td>
<td>Purchase of certified seeds (Kales)</td>
<td>Provisional sum</td>
<td>1</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>1.11</td>
<td>Provisional sum for farmers’ training</td>
<td>Provisional sum</td>
<td>1</td>
<td>450,000</td>
<td>450,000</td>
</tr>
<tr>
<td>1.12</td>
<td>Add overhead and profits for the total of items 1.2 up to 1.11</td>
<td>%</td>
<td>16</td>
<td></td>
<td></td>
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</table>

**TOTAL BILL No. 1 CARRIED OVER TO GRAND SUMMARY**

### BILL No. 2 BOREHOLE DRILLING

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE (KSh)</th>
<th>AMOUNT (KSh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Drilling of borehole of nominal dia 150mm</td>
<td>m</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Supply, install and withdraw temporary casing</td>
<td>No</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Supply and installation of permanent plain steel casing, 150mm dia</td>
<td>No</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td>Supply and installation of permanent screen steel casing, 150mm dia</td>
<td>No</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5</td>
<td>Supply and placement of filter pack around screen casings</td>
<td>cm</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.6</td>
<td>Borehole cleaning and development till water is silt free</td>
<td>hrs</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM NO.</td>
<td>ITEM DESCRIPTION</td>
<td>UNIT</td>
<td>QTY</td>
<td>RATE (KSh)</td>
<td>AMOUNT (KSh)</td>
</tr>
<tr>
<td>---------</td>
<td>------------------</td>
<td>------</td>
<td>-----</td>
<td>------------</td>
<td>--------------</td>
</tr>
<tr>
<td>4.1</td>
<td>Excavation and backfilling in normal material for pipe trench to a depth n.e 0.85 m and 0.3m width</td>
<td>M3</td>
<td>255</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>110mm dia.pipes Class D</td>
<td>M</td>
<td>800</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>110mm upVC equal Tee</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>110mm upvc adapters</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.5</td>
<td>110mm upVC union</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.6</td>
<td>110mm upvc nipple</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.7</td>
<td>110mm to 63mm reducing socket</td>
<td>No</td>
<td>2</td>
<td></td>
<td></td>
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<tr>
<td>4.8</td>
<td>63 mm union</td>
<td>No</td>
<td>2</td>
<td></td>
<td></td>
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<tr>
<td>4.9</td>
<td>63mm Nipple</td>
<td>No</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.91</td>
<td>63mm Butterfly Valve</td>
<td>No</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.92</td>
<td>63mm upvc 90 deg bend</td>
<td>No</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.93</td>
<td>63mm upvc pipes class D</td>
<td>M</td>
<td>160</td>
<td></td>
<td></td>
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<tr>
<td>4.94</td>
<td>63mm air release valve</td>
<td>No</td>
<td>2</td>
<td></td>
<td></td>
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<tr>
<td>4.95</td>
<td>Lubricant for uPVC pipes</td>
<td>KG</td>
<td>5</td>
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<tr>
<td>TOTAL BILL No. 4 CARRIED OVER TO GRAND SUMMARY</td>
<td></td>
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**BILL No. 5 DRIP SYSTEM LAYOUT**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE (KSh)</th>
<th>AMOUNT (KSh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1</td>
<td>Bush clearing</td>
<td>sm</td>
<td>21600</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stripping for roads and foot paths</td>
<td>sm</td>
<td>2000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------</td>
<td>-----</td>
<td>------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.3</td>
<td>Approved compacted laterite embankment to create road 4m wide as shown on drawing</td>
<td>cm</td>
<td>515</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.4</td>
<td>Approved compacted laterite embankment to create road 3m wide as shown on drawing</td>
<td>cm</td>
<td>315</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.5</td>
<td>Approved compacted laterite embankment to create foot path 1.5m wide as shown on drawing</td>
<td>cm</td>
<td>345</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.6</td>
<td>Supply and installation of 10000 upvc tanks</td>
<td>No</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Construction of 2.2x2.2x3.2m high masonry platforms for tank bases</td>
<td>No</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HDPE nominal dia 40mm class 2 for Laterals</td>
<td>m</td>
<td>310</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>16mm Drip lines with 1.4litres/hr, emitters spaced at 0.3m</td>
<td>m</td>
<td>14400</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Drip line end caps</td>
<td>No</td>
<td>512</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HDPE/Drip start connector</td>
<td>No</td>
<td>512</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mini valves</td>
<td>No</td>
<td>512</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1½”In-line screen filter 120micron</td>
<td>No</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1½” control valve</td>
<td>No</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1½” upvc Tee</td>
<td>No</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Steel Gate</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Installation of fence with mild steel angle lines 50x50x3mm spaced at 3m securely supported with bracings at corners and every 20m interval in straight runs and embedded in concrete grade 20/40(1:3:6) to a depth n.e 600mm. Chain link 14G, 5ft high supported all round with 3 runs of plain galvanized wire 2.5mm dia.</td>
<td>m</td>
<td>508</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Dyke construction(300m)**

|   | Stripping to a depth n.e 150mm | sm  | 2100 |
|   | Excavation in normal soil to a depth n.e 700mm for core trench | cm  | 315  |
|   | Approved compacted earthfill embankment in core trench | cm  | 315  |
|   | Approved compacted earthfill embankment in dyke body | cm  | 1200 |

**TOTAL BILL No. 5 CARRIED OVER TO GRAND SUMMARY**

**BILL No. 06:VIP LATRINE**

**A.SUBSTRUCTURES**

**ALL PROVISIONAL**

Excavation including maintaining and surporting sides an keeping bottoms free from water mud and other fallen materials
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Clear site of turf, grasses etc and cart away</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Excavate over site to remove top vegetable soil</td>
<td>SM</td>
<td>17</td>
</tr>
<tr>
<td>C</td>
<td>Excavate for strip footing not exceeding 1.50m deep</td>
<td>CM</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td><strong>PIT LATRINE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Excavate for pit latrine not exceeding 1.50m deep</td>
<td>CM</td>
<td>5</td>
</tr>
<tr>
<td>E</td>
<td>Ditto 1.50m - 3.0m deep</td>
<td>CM</td>
<td>5</td>
</tr>
<tr>
<td>F</td>
<td>Ditto 3.0m - 4.5m deep</td>
<td>CM</td>
<td>5</td>
</tr>
<tr>
<td>G</td>
<td>Extra over excavation for excavating in rock not exceeding 1.5m</td>
<td>CM</td>
<td>5</td>
</tr>
<tr>
<td>H</td>
<td>Back fillin selected excavated material around foundation</td>
<td>CM</td>
<td>13</td>
</tr>
<tr>
<td></td>
<td><strong>Anti-termite treatment</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K</td>
<td>Chemical anti-termite treatment executed by Rentokil laboratories limited or equal and approved pest control firm under a ten year guarantee applied to surface of excavation.</td>
<td>SM</td>
<td>17</td>
</tr>
<tr>
<td>L</td>
<td>Plain concrete 1:4:8 mix in</td>
<td>SM</td>
<td>2</td>
</tr>
<tr>
<td>M</td>
<td>50mm blinding bed under strip footing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N</td>
<td>150mm floor slab</td>
<td>SM</td>
<td>14</td>
</tr>
<tr>
<td>O</td>
<td>Strip footing</td>
<td>CM</td>
<td>5</td>
</tr>
<tr>
<td>O</td>
<td>Ground floor beams</td>
<td>CM</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td><strong>Reinforcement</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P</td>
<td>High tensile steel reinforcement to B.S 4483</td>
<td>KG</td>
<td>15</td>
</tr>
<tr>
<td>Q</td>
<td>Y8mm bars</td>
<td></td>
<td></td>
</tr>
<tr>
<td>R</td>
<td>Y10mm bars</td>
<td>KG</td>
<td>80</td>
</tr>
<tr>
<td>R</td>
<td>Y12mm bars</td>
<td>KG</td>
<td>75</td>
</tr>
<tr>
<td>S</td>
<td>Sawn formwork to</td>
<td>SM</td>
<td>7</td>
</tr>
<tr>
<td>T</td>
<td>Medium quarry dressed stone walling cement and sand (1:3) mortar : 20 gauge x 25mm wide hoop iron reinforcement and column wall ties in every alternate course: to</td>
<td>SM</td>
<td>5</td>
</tr>
<tr>
<td>U</td>
<td>200mm walling in foundation</td>
<td>SM</td>
<td>39</td>
</tr>
<tr>
<td>V</td>
<td>200mm walling in foundation</td>
<td>SM</td>
<td>40</td>
</tr>
<tr>
<td>W</td>
<td>150mm walling</td>
<td>SM</td>
<td>12</td>
</tr>
<tr>
<td>X</td>
<td>100mm walling</td>
<td>SM</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td><strong>Reinforcement</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Y</td>
<td>BRC MESH A98. Weighing 2.22kg per square meter: 200mm laps (measured net) used on floor slab</td>
<td>SM</td>
<td>14</td>
</tr>
</tbody>
</table>

**SUB-TOTAL CARRIED OVER TO GRAND TOTAL**
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ELEMENT No: 02</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ROOFING</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sawn Treated cypress</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>75mmx50mm Braces ,ties,strut and posts</td>
<td>LM</td>
<td>17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>100x500mm wall plate</td>
<td>LM</td>
<td>11</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Wrought Treatment Cypress</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>200mmx75mm fascia or barge board</td>
<td>LM</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Roof covering 28 gauge corrugated 'resincot' iron sheeting and accessories as manufactured by gal sheet k lmt or equal and approved</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>roofing covering with one and a half corrugated side laps nailed to timber purlins with gulvanized roofing nails with rubber washers (Measured out and allow for laps)</td>
<td>SM</td>
<td>14</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>VENT PIPES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>150mm Diameter upvc pipes</td>
<td>LM</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUB -TOTAL CARRIED OVER TO GRAND TOTAL</td>
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<td></td>
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<tr>
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<td>ELEMENT No. 03:</td>
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<tr>
<td></td>
<td>FINISHES</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DOOR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Single door ;50mm thick ;100x2100mm high.</td>
<td>NO</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>FLOOR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cement and sand (1:4) paving steel trowelled :on concrete .</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>40mm thick screed and cement + lime floor finished</td>
<td>SM</td>
<td>17</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>WALL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>12mm lime plaster:steel towelled finish:blockwork to:</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>D</td>
<td>Walls (internals)</td>
<td>SM</td>
<td>27</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Prepare and apply three coats approved emulsion paint to:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Plastered walls</td>
<td>SM</td>
<td>14</td>
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<td>SUB -TOTAL CARRIED OVER TO TOTAL BILL No. 6</td>
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<td>TOTAL BILL No. 6 CARRIED OVER TO GRAND SUMMARY</td>
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</table>

**SUMMARY**

*BILL No.1* PRELIMINARIES & PROVISIONAL SUMS
| BILL No.2  | BOREHOLE DRILLING |  |
| BILL No.3  | BOREHOLE EQUIPPING |  |
| BILL No.4  | BILL No.4 RISING MAIN & SUBMAINS |  |
| BILL No.5  | BILL No.5 DRIP SYSTEM LAYOUT |  |
| BILL No.6  | BILL No.6 VIP PIT LATRINE |  |
| **TOTAL**  |                        |  |
|            | **Add 5% Contingency sum** |  |
| **GRAND TOTAL** |                        |  |

**DRAWINGS**

**DRIP SYSTEM LAYOUT**
DYKE CROSS SECTION
FORM SD2

SELF DECLARATION FORMS

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I…………………………………………………………………………………….. of post office
Box…………………………………………
Being a resident of…………………………………………………… in the Republic
of……………………………………………………

Do hereby make a statement as follows:

1. THAT I am the Company secretary/Chief Executive/Managing Director/Principal
   Officer/Director of…………………………………………………… (insert name of Company) Who is bidder
   in respect of the Tender No. ...................................................... For (insert title/description)
   for…………………………………………………… (insert name of the procuring entity) and duly authorized and
   competent to make this statement

2. THAT the aforesaid Bidder, its servants and/or agents/subcontractors will not engage in any
   corrupt or fraudulent practice and has not been requested to pay any inducement to any
   member of the board, management, staff and/or employees and or agents of
   ................................................................. (insert name of procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents/subcontractors have not offered any
   inducement to any member of the board management, staff and/or employees and or
   agents of ................................................................. (insert name of procuring entity)

4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with
   other bidders participating in the subject tender.

5. THAT what is deponed to hereinafore is true to the best of my knowledge information and
   belief

...............................................................................  ..........................................................................
(Title)                                                                 (signature)               (Date)

Bidder Official Stamp

FORM SD1

SELF DECLARATION FORMS

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER
OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015

I……………………………………………………………………………………. of post office
Box………………………………………………………………………………

Being a resident of………………………………………………………………. in the Republic
of………………………………………………………………………………

Do hereby make a statement as follows:

1. THAT I am the Company secretary/Chief Executive/Managing Director/Principal
   Officer/Director of…………………………………………………… (insert name of Company) Who is bidder
   in respect of the Tender No. ...................................................... For (insert title/description)
for........................................ (insert name of the procuring entity) and duly authorized and
competent to make this statement

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from
participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge information and
belief

........................................................................................................
........................................................................................................

(Title) (signature) (Date)

Bidder Official Stamp
Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. Appendix to tender - The form outlines with emphasis the requirements of law and other timelines of delivery.

3. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

4. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.

5. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

6. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

7. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

8. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.
9.1 **FORM OF TENDER**

Date ____________

Tender No. ________________

To: ____________________________

______________________________

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. ____________ [insert numbers]. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (__________________________ (LOBOKAT DRIP PROJECT) in conformity with the said tender documents for the sum of ________________________________ (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the DRIP IRRIGATION in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to ________________ percent of the Contract Price for the due performance of the Contract, in the form prescribed by ________________ ________________ (Procuring entity).

4. We agree to abide by this Tender for a period of ____________[number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ________________ day of ________________ 20 __________

_________________________________________  __________________________
[signature]  [in the capacity of]

Duly authorized to sign tender for an on behalf of __________________________

9.2 APPENDIX TO TENDER

Amount of Performance Security  10% of the Contract price

Minimum Amount of third Party insurance  5% per Occurrence, with the number of occurrences unlimited

Time for issue of notice to commence  30 days

Time for Completion  6 months

Amount of liquidated damages  1% per day of final Contract Price

Limit of liquidated damages  10% of the final Contract Price

Defects Liability Period  183 days

*Percentage for adjustment of Provisional Sums  0 %

Percentage of invoice value of Listed materials  0 %

Percent of Retention  10 % of the contract amount due to the contractor

Minimum Amount of any Interim Certificates  30%

Dated this ________________ day of ________________ 20 __________

Signature____________________ in the capacity of __________________________ duly
Authorised to sign tenders for and on behalf of ________________________________

Witness ______________________ Address ______________________

Address ______________________________

Item to be completed by Tenderer.
You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business
You are advised that it is a serious offence to give false information on this form

**Part 1 – General:**

Business Name .................................................................
Location of business premises. .................................................................
Plot No................................................................. Street/Road .................................................................
Postal Address ......................... Tel No. ......................... Fax ......................... E mail .........................
Nature of Business .................................................................
Registration Certificate No. .................................................................
Maximum value of business which you can handle at any one time – Kshs. .........................
Name of your bankers ................................................. Branch .................................................................

<table>
<thead>
<tr>
<th>Part 2 (a) – Sole Proprietor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your name in full ......................... Age .........................</td>
</tr>
<tr>
<td>Nationality ......................... Country of origin .........................</td>
</tr>
<tr>
<td>• Citizenship details</td>
</tr>
<tr>
<td>.................................................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (b) Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Given details of partners as follows:</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Shares</td>
</tr>
<tr>
<td>1. .................................................................</td>
</tr>
<tr>
<td>2. .................................................................</td>
</tr>
<tr>
<td>3. .................................................................</td>
</tr>
<tr>
<td>4. .................................................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (c ) – Registered Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private or Public .................................................................</td>
</tr>
<tr>
<td>State the nominal and issued capital of company-</td>
</tr>
<tr>
<td>Nominal Kshs. .........................</td>
</tr>
<tr>
<td>Issued Kshs. .........................</td>
</tr>
</tbody>
</table>
Given details of all directors as follows

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shares</td>
<td>1.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

Date ........................................ Signature of Candidate ......................

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.
9.4 TENDER SECURITY FORM

Whereas .................................................................................................................. [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated ............ [date of submission of tender] for the supply, installation and commissioning of .........................[name and/or description of the project] (hereinafter called “the Tender”) ......................................................... by these presents that WE ........................................ of .................................. having our registered office at .................... (hereinafter called “the Bank”), are bound unto .................... [name of Procuring entity] (hereinafter called “the Procuring entity”) in the sum of .................................................. for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this .............. day of .................... 20 ...........

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the Bank

(Amend accordingly if provided by Insurance Company)
9.5 CONTRACT FORM

THIS AGREEMENT made the ______ day of _______ 20 _______ between ……………… [name of Procurement entity) of …………[country of Procurement entity] (hereinafter called “the Procuring entity) of the one part and ………………………. [name of tenderer] of …………..[city and country/county of tenderer] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of …………………………… [contract price in words and figures] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
   (a) The agreement
   (b) The letter of acceptance
   (c) The tender Form and the Price Schedule submitted by the tenderer
   (d) the Schedule of Requirements
   (e) The Technical Specifications (inclusive of working drawings)
   (f) The Priced Bills of Quantities
   (g) the General Conditions of Contract
   (h) the Special Conditions of contract; and
   (i) the Procuring entity’s Notification of Award
   (j) The Schedule of Supplementary Information

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by …………… the ……………………… (for the Procuring entity

Signed, sealed, delivered by ……… the ……………………… (for the tenderer in the presence of ___

(Amend accordingly if provided by Insurance Company)
9.6 PERFORMANCE SECURITY FORM

To ..................................................
[name of Procuring entity]

WHEREAS ........................................... [name of tenderer] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. ___________________________ [reference number of the contract] dated _______ 20 _________ to supply .......................................................... [description of goods] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ______________________ [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ______________ [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _______ day of _______ 20 ________

Signed and seal of the Guarantors

________________________________________________________________________
[name of bank or financial institution]

________________________________________________________________________
[address]

________________________________________________________________________
[date]
BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To ..........................................

[name of Procuring entity]

[name of tender] .........................

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..........................................................

[name and address of tenderer] (hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ...... ..................... [amount of guarantee in figures and words].

We, the ........................................ [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ....................... [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ............ [date].

Yours truly,

Signature and seal of the Guarantors

________________________________________

[name of bank or financial institution]

________________________________________

[address]

________________________________________

[date]
9.8 MANUFACTURER’S AUTHORIZATION FORM

To  [name of the Procuring entity] …………………

WHEREAS …………………………………………………………[ name of the manufacturer] who are established and reputable manufacturers of …………….. [name and/or description of the goods] having factories at ………………………………… [address of factory] do hereby authorize ………………………… [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. ……………………… [reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

________________________________________
[Signature for and on behalf of manufacturer]

Note:  This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.
9.9 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:__________________________

__________________________

RE: Tender No.__________________________

Tender Name__________________________

This is to notify that the contract/s stated below under the above-mentioned tender have been awarded to you.

__________________________________________________________________________________

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)_____________________________________________________________________

__________________________________________________________________________________

SIGNED FOR ACCOUNTING OFFICER
APPLICATION NO…………….OF…………20……...

BETWEEN

...................................................... APPLICANT

AND

......................................................RESPONDENT (Procuring Entity)

Request for review of the decision of the…………… (Name of the Procuring Entity) of ……………dated the…day of 20………in the matter of Tender No……………of 20……...

REQUEST FOR REVIEW

I/We……………………….., the above named Applicant(s), of address: Physical address………….Fax No…….Tel. No…….Email ……………., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

1.
2.

etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

1.
2.

etc

SIGNED .................... (Applicant)

Dated on……………. day of 20……...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on 20……...

SIGNED

Board Secretary